

## **Sealed Bid Auction**

U.S. Government Property

### **Huntington Naval Reserve Center Sealed Bid Auction**

841 Jackson Ave  
Huntington, WV 25704  
4-N-WV-0555

**Front View of  
Huntington Naval  
Reserve Center**



**Side View of  
Huntington Naval  
Reserve Center**

4-N-WV-0555  
**October 13, 2011**

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY**

Huntington Naval Reserve Center  
841 Jackson Avenue  
Huntington, WV 25704  
4-N-WV-0555

This Property is located at 841 Jackson Avenue, between Seventh Street west and Ninth Street west and is located near the West Virginia Division of Highways facility.

**AUCTION SUMMARY**

Sale Type: **Sealed Bid Sale**

Bid Opening Date and Time:  
**October 13, 2011 at 2:00 PM (EDT)**

Bid Deposit: 20% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.

Terms: All cash, as is. Balance due in thirty (30) days after bid acceptance.

**BID ENVELOPES:**

The name and address of the bidder must be shown in the upper left corner of the bid envelope and the invitation number of 4-N-WV-0555, the date and hour of bid opening, and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope.

**PROPERTY DISPOSAL WEB PAGE:**

<https://propertydisposal.gsa.gov>

Click on **West Virginia** to view and download property sales information.

**INSPECTION OPPORTUNITIES:**

The Property will be open for inspection on September 29th, from 9 AM to 12 PM.

**SALES INFORMATION:**

Susan Webb, Project Manager  
Phone: (404) 331-9610  
E-mail: [SusanB.Webb@gsa.gov](mailto:SusanB.Webb@gsa.gov)

**SUBMIT SEALED BIDS TO:**

U.S. General Services Administration  
Real Property Utilization and Disposal (4PZ)  
77 Forsyth Street SE, Suite 130  
Atlanta, GA 30303-3427  
Attn: Susan Webb

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**IF THE BIDDER IS SENDING A CERTIFIED OR CASHIERS CHECK, THE BIDDER IS  
ENCOURAGED TO SEND IT VIA A DELIVERY SERVICE,  
SUCH AS UPS, FEDEX, ETC.**

PROPERTY  
DESCRIPTION  
AND ADDRESS

**PROPERTY ADDRESS**

841 Jackson Ave.  
Huntington, WV 25704

**PROPERTY DESCRIPTION**

The property is situated in Cabel County, within the city limits of Huntington in the southeast area of the city, known as the "Huntington Industrial Center." The approximately 24,775± square foot building was constructed in 1947 and is partitioned into multiple offices and meeting rooms with most of the rear of the building constructed as a maintenance area, complete with roll up doors. The 2.8± acre site is improved with landscaping, paved parking and fencing.

**DRIVING DIRECTIONS**

From Charleston airport, take I-64w/I-77n to I-79/Parkersburg/Huntington/Ironton, OH. Merge onto Adams Ave./US-60e via the ramp to W. Huntington, turn right at 9<sup>th</sup> Street W, left at Jackson Ave.

**LEGAL DESCRIPTION**

Beginning at the point of intersection of the eastern line of tract "A" as shown on said map, with the south line of Jackson Avenue as now located; thence with said eastern line of

tract "A" in a southerly direction, 150.8 feet to a point in the northern line of the present right of way of the Chesapeake and Ohio Railway Company; thence with the said right of way line in a southwesterly direction a distance of approximately 618 feet to the intersection of said line with the east line of the lot which was conveyed to G.D. Davis by deed from Sidney L. Day and wife, dated November 5, 1941, of record in said Clerk's office in Deed Book Number 324 at page 387; thence with said Davis' east line, in a northerly direction and at right angles to the south line of Jackson Avenue, a distance of 248 feet to the intersection of said Davis' east line with the south line of Jackson Avenue as now located; thence easterly with the south line of Jackson Avenue as now located, a distance of approximately 612 feet, to the point of beginning.

**UTILITIES**

All typical public utilities are available to the property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers for information on the availability of utilities.

DEFINITIONS

**DEFINITIONS:**

**AS-IS**

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

**BACKUP BIDDER**

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

**GENERAL SERVICES ADMINISTRATION**

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

**GOVERNMENT**

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

**HIGH BIDDER**

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**INVITATION FOR BIDS**

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: The Property Description; General Terms of Sale; Instructions to Bidders; Special Terms of Sale; Notices and Covenants and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the auction, those addenda and amendments shall be part of the IFB.

**PROPERTY**

The term "Property" refers to the property or properties described in the Property Description of this IFB.

**PURCHASER**

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

**WHERE-IS**

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

## **GENERAL TERMS OF SALE:**

### **1) DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

### **2) INSPECTION**

Onsite inspection will occur on September 29<sup>th</sup> from 9 AM to 12 PM. No one will be allowed access to the Property without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

### **3) CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

### **4) CONDITION OF PROPERTY**

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

### **5) RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and

assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

### **6) TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

### **7) REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

### **8) GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

### **9) TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

### **10) TITLE**

If a bid for the purchase of the property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.



## **11) EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## **12) COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **13) TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **14) DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$150.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest

one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **15) CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (4PZ)  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303  
Attn: Susan Webb

## **16) OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.



## INSTRUCTIONS TO BIDDERS:

### 1) BID FORM

Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by e-mail prior to the time fixed in this Invitation for Bids for the opening of bids.

Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.

### 2) BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. **The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number of 4-N-WV-0555, the date and hour of bid opening and the phrase “*Bid for Real Property*” must be shown in the lower left corner of the envelope.** No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

### 3) LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
  - (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
  - (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:

- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)
- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

- d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

### 4) BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b. Partnership. If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

### 5) BID DEPOSIT

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of: “General Services Administration.” Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within five (5) working days to return all bid deposits with the exception of the deposit from the high

bidder and the second-highest bidder.

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

## 6) ADDITIONAL INFORMATION

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

## 7) BIDS TO BE OPENED AT SPECIFIC TIME

It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely

kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under Section 3 "Late Bids, Modification of Bids, or Withdrawal of Bids." At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

## 8) WAIVER OF INFORMALITIES AND IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 9) ACCEPTABLE BID

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

## 10) NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## SPECIAL TERMS OF SALE:

### 1) METHOD OF PAYMENT-BID DEPOSIT

Paragraph 5 of "Instructions to Bidders" requires a bid deposit to accompany each bid. **The amount of such bid deposit must be at least twenty percent (20%) of the amount of the bid. Such bid deposit must be in the form of United States Currency, United States Postal Service money order, cashier's check, certified check or money order** issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "General Services Administration." Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

### 2) METHOD OF PAYMENT-BALANCE OF PURCHASE PRICE AND SPECIAL DEPOSIT

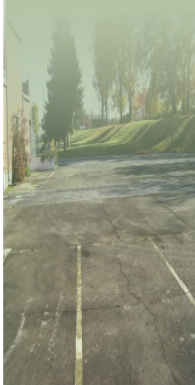
**The balance of the purchase price shall be payable simultaneously and in full within 30 days of bid acceptance.** Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

### 3) METHOD OF AWARD

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids. The Government reserves the right to reject any and all bids at any time for any reason. The Successful High Bidder will be notified by letter, or as otherwise specified herein, that award has been made on the property's bid.

### 4) BACKUP BIDDER

**The second-highest bidder will be the Backup Bidder.** The Backup Bidder may be considered for award as successful bidder. If the High Bidder is unable to consummate the transaction, the Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be returned in accordance with the bid deposit return information found in paragraph 5) Bid Deposit in Instructions to Bidders. In the event that the Government is unable to consummate the transaction with the high bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the Government.





The following Notice and Covenants will be inserted in the Quitclaim Deed.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be

exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## 2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

## 3. ASBESTOS CONTAINING MATERIALS

It is assumed that some asbestos-containing materials (ACM) exist on the site; however no records can be found.

- (a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- (b) Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s).



Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

- (c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (d) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to

Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

- (f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

#### 4. FEDERAL AVIATION ADMINISTRATION

The Federal Aviation Administration (FAA) has been apprised of the proposed disposal of the Property and since the Property is within six (6) nautical miles of the Tri-State airport the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.



# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bid Form for Purchase of Government Real Property  
See Page 06, Paragraph 04, Bid Executed on Behalf of Bidder for instructions)

**Huntington Naval Reserve Center, Sealed Bid Auction**  
**841 Jackson Ave.**  
**Huntington, WV 25704**  
**4-N-WV-0555**

For Use with Bidder Registration for Purchase of Government Real Property

(To be completed by corporate official other than the corporate officer designated to bid)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within

the scope of its Corporate/Organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

**BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY**  
**(To be executed and submitted in duplicate)**

Huntington Naval Reserve Center  
841 Jackson Ave.  
Huntington, WV 25704  
4-N-WV-0555

TO: GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION (4PZ)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Special Terms of Sale; (5) the Notices and Covenants; and (6) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees; if this bid be accepted within 90 calendar days after date of bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT
	\$	\$

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

\_\_\_\_\_  
\_\_\_\_\_

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

\_\_\_\_\_ An individual  
\_\_\_\_\_ A partnership consisting \_\_\_\_\_  
\_\_\_\_\_ A limited liability partnership consisting of \_\_\_\_\_  
\_\_\_\_\_ A corporation, incorporated in the State of \_\_\_\_\_  
\_\_\_\_\_ A limited liability company (LLC) registered with the state of \_\_\_\_\_  
\_\_\_\_\_ A trustee, acting for \_\_\_\_\_

NAME AND ADDRESS OF BIDDER (type or print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID \_\_\_\_\_

SIGNER'S NAME AND TITLE (type or print) \_\_\_\_\_  
\_\_\_\_\_

**The Government reserves the right to reject any and all bids**



INTERIOR  
PHOTOS





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## NOTES

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U.S. General Services Administration

**Sealed Bid Opening Date: October 13, 2011 at 2:00 PM (EDT)**



***For additional information please call Susan Webb at 404-331-9610 or email at [susanb.webb@gsa.gov](mailto:susanb.webb@gsa.gov)***

***For information and pictures, please visit the Real Estate Sales website on the internet at <https://propertydisposal.gsa.gov>.***

***Persons with disabilities may request materials in alternative formats.***

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